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Copy 3 of 4

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NONEXCLUSIVe CONTRACT

Contract No. [REDACTED]

25X1A5a1

Contract start: See Schedule

Amount: \$200,000 (Estimated)

Mail Vouchers to:

Performance Period:
See Schedule

Administrative Data:

This contract is entered into by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation incorporated in the Commonwealth of Massachusetts, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions which together with this signature page and the accompanying Certificate comprise this Contract No. AF33(600)-37019. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of

Oct 8, 1958.

THE UNITED STATES OF AMERICA

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Contracting Officer:

TITLE: DEPARTMENT

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C E R T I F I C A T E

I, _____, certify that I am
the Clerk 25X1A5a1 of the corporation named
as Contractor herein; that _____ who
signed this contract on behalf of the Contractor was then
Treasurer of said Corporation; that said
contract was duly signed for and in behalf of said Corporation by
authority of its governing body, and is within the scope of its
Corporate powers.

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_____ (Corporate Seal)

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Contract No. AF33(600)-37819

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SCHEDULE

PART I - SCOPE OF WORK

a. The Contractor shall perform theoretical analyses and exploratory studies of the probable effects of changes of certain variables on the operation of certain special systems for producing electromagnetic radiation; conduct experiments and laboratory tests to determine the effects of changes of certain variables on the operation of such systems; examine the feasibility of bringing about predetermined changes in the variables involved and recommend lines of approach for the development of means for accomplishing such changes. Provide directions and discharge "Systems Engineering Responsibilities" in connection with the technical research and investigations being conducted by all associated contractors to insure technical coordination and compatibility of the overall project effort.

b. The Contractor shall perform such additional work and prepare such technical reports related to a. above, as the Contracting Officer may from time-to-time request and the Contractor agrees to perform.

See Amend #1 *Perley J. See Amend #4*

PART II - PERIOD OF PERFORMANCE

The period of performance of the contract work hereunder shall commence on 1 July 1958 and shall expire on 30 June 1959; however, such period of performance may be extended by mutual agreement between the Government and the Contractor.

PART III - ESTIMATED COST

The estimated cost of the performance of this contract is ONE HUNDRED EIGHTY EIGHT THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$188,680) with a fixed fee of ELEVEN THOUSAND THREE HUNDRED TWENTY DOLLARS (\$11,320).

PART IV - PAYMENT

In accordance with the provisions of Clause 26 of the General Provisions of this contract entitled "ALLOWABLE COST AND PAYMENT," the Government shall pay to the Contractor, as full compensation for the performance of this contract the Allowable Costs incurred by the Contractor in the performance of this contract and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 3, Armed Services Procurement Regulations." It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items

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Contract [REDACTED]

at cost hereunder when incurred or paid by the Contractor and when necessary and required and used for the performance of the work hereunder:

a. Indirect Costs: Provisional payments on account of all overhead will be made on the basis of 120% of direct labor dollars charged to this contract pending establishment of final overhead rates in accordance with the clause of the General Provisions hereof entitled "Negotiated Overhead Rates."

b. Overhead Periods: The periods, as contemplated by Paragraph (b) of the clause of the General Provisions hereof entitled "Negotiated Overhead Rates", shall be for twelve (12) months each. The first period shall extend from the commencement of performance under this contract thru 31 December 1958.

PART V - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to

any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - PAYMENT OF FIXED-FEE

Each billing submitted under Clause 26 of the General Provisions of this contract may include for the purpose of progress payments on the fixed-fee a sum equal to six per cent (6%) of the amount of cost billed. The total fixed-fee payable under this contract shall be the fixed-fee stated in PART III of this schedule.

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BOOK OF GENERAL PROVISIONS

1. ~~REPRODUCTION~~
2. ~~CHARGES~~
3. ~~LIMITATION OF COST~~
4. ~~SECURE~~
5. ~~SHIPPING~~
6. ~~WELLINGTON OF SMALL BUSINESS CONCERN~~
7. ~~REASONABLE DELAY~~
8. ~~DISPUTES~~
9. ~~NOTICE AND ASSISTANCE REGARDING PATENT INFRINGEMENT~~
10. ~~BEST AMERICAN ACT~~
11. ~~CONVICTION~~
12. ~~RIGHT-TO-KNOW LAW OF 1972~~
13. ~~NONDISCRIMINATION IN EMPLOYMENT~~
14. ~~CONTRACTS NOT TO BENEFIT~~
15. ~~GOVERNMENT AGAINST COMMISSION FEES~~
16. ~~PATENT RIGHTS~~
17. ~~INSURANCE-LIABILITY TO THIRD PERSONS~~
18. ~~AUTHORIZATION AND CONSENT~~
19. ~~FILING OF PATENT APPLICATIONS~~
20. ~~REPORTING OF ROYALTIES~~
21. ~~REFUSAL IN DATA-UNLIMITED~~
22. ~~WALSH-HEALEY PUBLIC CONTRACTS ACTS~~
23. ~~GRATUITIES~~
24. ~~RIGHT RISK~~
25. ~~INDUCTION~~
26. ~~ALLOWABLE COST AND PAYMENT~~
27. ~~AMENDMENTS PROHIBITED~~
28. ~~TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT~~
29. ~~GOVERNMENT PROPERTY~~
30. ~~MILITARY SECURITY REQUIREMENTS~~
31. ~~NEGOTIATED OVERHEAD RATES~~

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